

## COOPERATIVE EDUCATION PROGRAM

*Exchange of notes at San Salvador June 9, 1945, with contract signed  
by President of Inter-American Educational Foundation, Inc. and  
Salvadoran Minister of Popular Culture*

*Entered into force July 25, 1945*

*Terminated June 30, 1948<sup>1</sup>*

61 Stat. 2660; Treaties and Other  
International Acts Series 1595

### EXCHANGE OF NOTES

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*San Salvador, June 9, 1945*

No. 87

#### EXCELLENCY:

I have the honor to refer to your Excellency's courteous note of June 4, 1945, (A-842.D-885) in which Your Excellency was so good as to invite, in the name of the Government of El Salvador, Mr. Kenneth Holland, President of the Inter-American Educational Foundation, Inc., to visit El Salvador in order to study educational problems of the country in collaboration with the Ministerio de Cultura Popular.

Pursuant to your gracious invitation, Mr. Holland arrived in El Salvador on June 8, 1945, and entered into discussions with the Ministro de Cultura Popular. As a result of these discussions, the Government of the United States of America, acting through the Inter-American Educational Foundation, Inc., is prepared to assist the Government of El Salvador in carrying out a cooperative educational program in El Salvador, by contributing the sum of US\$80,000 (EIGHTY THOUSAND U.S. DOLLARS) with the understanding that the Republic of El Salvador will contribute ¢200,000 (TWO HUNDRED THOUSAND COLONES) for the same program.

It is further my understanding that the details governing the carrying out of the cooperative educational program will be worked out in an agreement to be entered into between the appropriate officer of the Government of El Salvador and a representative of the Inter-American Educational Foundation, Inc.

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<sup>1</sup> By agreement signed at San Salvador July 19, 1948, by a representative of the Institute of Inter-American Affairs and the Salvadoran Minister of Popular Culture.

I should appreciate receiving from Your Excellency confirmation that my understanding is satisfactory to the Government of El Salvador.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

JOHN F. SIMMONS  
*American Ambassador*

His Excellency  
Dr. ARTURO ARGUELLO LOUCEL,  
*Minister for Foreign Affairs,  
San Salvador.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF EL SALVADOR, C.A.

SP.665.  
A.842-D-956

NATIONAL PALACE  
SAN SALVADOR, *June 9, 1945*

EXCELLENCY:

I have the honor to refer to Your Excellency's courteous note No. 97 of this date, which I immediately referred to the Minister of Popular Culture, who was kind enough to reply as follows:

"No. 9923. San Salvador, June 9, 1945.—Mr. Minister: I have received your official communication No. SP. 655, of this date, in which you are good enough to transcribe the note of the Ambassador of the United States of America, concerning the offer of the American Government to conduct, through the President of the Inter-American Educational Foundation, Mr. Kenneth Holland, a cooperative educational program in our country.—As a result of the conversations held by the undersigned with Mr. Holland, I state most respectfully to you that this Office agrees to the carrying out of the said cooperative program, with the contribution by our Government of the sum of 200,000.00, in as much as the Government of the United States offers to contribute a total of \$80,000.00 for the indicated purpose, it being understood that the other details relating to the said cooperative educational program will be settled through an agreement concluded between the officials of both countries. I avail myself of this opportunity to renew to you, Mr. Minister, the assurances of my very distinguished consideration and esteem.—God, UNION, LIBERTY.—R. CASTRO."

I take pleasure in transcribing the foregoing to Your Excellency for your information.

I avail myself of this opportunity to renew to you the assurances of my highest and most distinguished consideration.

A. ARGUELLO LOUCÉ

His Excellency JOHN F. SIMMONS,  
*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
Local.*

CONTRACT SIGNED BY THE SALVADORAN MINISTER OF POPULAR CULTURE  
AND THE PRESIDENT OF THE INTER-AMERICAN EDUCATIONAL FOUNDATION,  
INC.

THE REPUBLIC OF EL SALVADOR (hereinafter called the "Republic"); and the INTER-AMERICAN EDUCATIONAL FOUNDATION, INC., a corporation of the Office of Inter-American Affairs and an agency of the Government of the United States of America (hereinafter called the "Foundation"), have decided to celebrate the following contract to undertake a Cooperative Educational Program to promote Inter-American understanding by bringing about a better interchange of Educators, educational ideas and methods between El Salvador and the United States, pursuant to Resolution 28 adopted by the First Conference of Ministers and Directors of Education of the American Republics held in Panama in September and October 1943, and pursuant to Resolution 58 adopted by the Inter-American Conference on Problems of War and Peace, held at Mexico City in February and March 1945.<sup>2</sup>

1. The said Cooperative Educational Program may include:

- a. Furnishing by the Foundation of a Field Staff of educational specialists requested by the Ministerio de Cultura Popular de la República de El Salvador for service in El Salvador in carrying out the said Cooperative Educational Program;
- b. Grants to permit Salvadorean educators to go to the United States for specialized training, to lecture, to teach and to interchange ideas and experience with United States educators;
- c. Exploration and survey in El Salvador of local educational needs and resources for carrying out training projects on the elementary, secondary and normal school levels.
- d. Development, adaptation, and exchange of suitable teaching materials.
- e. Local projects needed to implement the program in El Salvador.

The program does not contemplate the construction of buildings.

2. The Field Staff shall be under the direction of an official who shall have the title of Special Representative, Inter-American Educational Foundation, Inc., and who shall be the representative of the Foundation in connec-

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<sup>2</sup> *Report of the Delegation of the United States of America to the Inter-American Conference on Problems of War and Peace, Mexico City, Mexico, February 21–March 8, 1945* (U.S. Government Printing Office, 1946), p. 129.

tion with the program to be undertaken in accordance with this Agreement. The Special Representative and other members of the Field Staff shall be acceptable to the Republic.

3. The said Cooperative Educational Program shall be carried out in El Salvador through the Ministerio de Cultura Popular de la República de El Salvador, with the technical advice and assistance of the Field Staff of the Foundation, as provided herein. It shall consist of individual Projects. The Projects shall consist of specific kinds of work and activity to be undertaken by the representatives of either or both Governments in the execution of this Agreement. The Projects and the allocation of funds therefor and the procedures for carrying out the same shall be mutually agreed upon in writing by the Ministro de Cultura Popular of the Republic (hereinafter called the "Ministro") and the Special Representative of the Foundation.

4. The Foundation shall determine and pay the salaries and other expenses of the members of the Field Staff in an amount not to exceed Fifty Thousand Dollars (\$50,000), U.S. currency and shall in addition pay into a special bank account in the bank of the Republic's choice, to be entitled "Cooperative Education Program—Inter-American Educational Foundation, Inc.", from time to time on the basis of need as determined by the Special Representative of the Foundation and the Ministro, the sum or sums which will aggregate Thirty Thousand Dollars (\$30,000), U.S. currency. The total contribution of the Foundation for the said program accordingly, shall be Eighty Thousand Dollars, U.S. currency. The Republic shall pay into the said special bank account from time to time on the basis of need, as determined by the Ministro and the Special Representative of the Foundation, the sum or sums which will aggregate Two Hundred Thousand Colones (¢200,000) Salvadorean currency. The said contribution of Two Hundred Thousand Colones (¢200,000 shall be in addition to the Republic's regular budget for education. Within sixty days after the becoming effective of this Agreement, under the laws of El Salvador, the Foundation shall pay into the said special bank account the sum of Ten Thousand Dollars (\$10,000), U.S. currency, and the Republic shall pay into the said special bank account the sum of Sixty-Five Thousand Colones (¢65,000), Salvadorean currency, as the first installment from each Government for the said Cooperative Educational Program. The funds in the said special bank account shall be disbursed by the Foundation and devoted exclusively to the Projects of the said Cooperative Educational Program as provided herein, and all Contracts necessary to carry out the terms of the Projects mutually agreed to by the representatives of the two Governments shall be in the name of the Foundation. If the Republic desires and so notifies the Foundation in writing, checks for the expenditure of funds in the said special bank account shall be countersigned by a representative of the Republic. The books and records of the Foundation relating to the expenditures for the said Cooperative Educational Program shall be open at all times for inspection by representatives of the Republic, and the Foundation shall render financial reports to the Republic

at such times as may be agreed upon between the Ministro and the Special Representative of the Foundation.

5. The Republic, in addition to its cash contribution as provided herein, shall (a) appoint specialists to collaborate with the Field Staff of the Foundation and pay their compensation; (b) make available office space, office equipment, furnishings, transportation and such other of its facilities, material, equipment and supplies as it may conveniently provide for the said program, and (c) lend the general assistance thereto of the other Departments of the Republic.

6. In view of the fact that purchases of some materials and supplies must necessarily be made in the United States of America, the Ministro and the Special Representative of the Foundation may agree to withhold from the payments to be made by the Foundation into the said special bank account as provided herein, an amount or amounts deemed to be necessary to pay for such purchases of materials and supplies in the United States of America. Any funds so withheld by the Foundation for such purchases and not obligated therefor shall be paid into the said special bank account at any time upon the mutual agreement of the Ministro and the Special Representative of the Foundation.

7. The funds paid and payable into the said special bank account by the parties hereto shall continue to be available for the said Cooperative Educational Program during the existence of this Agreement. Interest, if any, on any balances of funds in the said special bank account shall be used for the said Cooperative Educational Program. The Ministro and the Special Representative of the Foundation shall determine by mutual agreement the disposition of any unobligated funds remaining in the said special bank account upon the termination of this Agreement. In the event that, upon the expiration of each twelve-month period of this Agreement, the Foundation deems that the said funds which it has set aside for the payment of salaries and other direct expenses of members of the Field Staff, as provided in Paragraph 4 hereof, will be more than is needed for that purpose, the Foundation, at the end of each such twelve-month period, shall advise the Republic of the additional sum which has become available for Projects and such additional sum shall be paid into the said special bank account or otherwise disposed of by mutual agreement between the Ministro and the Special Representative of the Foundation. At least six months prior to the termination of this Agreement the Foundation shall similarly notify the Republic as to what, if any, of such funds will be available for Projects of the said Cooperative Educational Program during the remainder of the program, and the disposition of any such funds so made available shall be determined by mutual agreement between the Ministro and the Special Representative of the Foundation.

8. The Republic shall accept and recognize the Foundation as an Agency of the Government of the United States of America, and accordingly, the Foundation shall be exempt and immune from, among other things, any and all taxes, fees, charges, imposts, and customs duties, whether national,

departmental, provincial or municipal, and from all requirements for licenses. The Foundation and its personnel shall also enjoy all the rights and privileges which are enjoyed by departments and officials of the Republic. Such rights and privileges shall include, for example, postal, telegraph, and telephone franks and the right to special rates allowed to the Departments of the Republic by domestic companies of maritime, railroad, and air travel, telegraph, telephone, etc. The personnel of the Foundation who are citizens of the United States of America shall be exempt from all Salvadorean income taxes and social security taxes with respect to income on which they are obliged to pay income or social security taxes to the Government of the United States of America, and from property taxes on personal property intended for their own use. Said employees shall also be exempt from customs duties on their personal effects and on supplies and equipment imported or exported for their personal use.

9. All materials, equipment, and supplies purchased with funds from the said bank account shall become the property of the Republic immediately upon such purchase but shall be used only for the purposes of the said Cooperative Educational Program.

10. Any right, power, or duty conferred by this Agreement upon either the Ministro or the Special Representative of the Foundation may be delegated by the recipient thereof to representatives, provided that such representatives are satisfactory to both officials.

11. This Agreement may be amended from time to time if deemed advisable by the parties hereto, such amendments to be in writing and signed by representatives of the Republic and the Foundation.

12. The Executive Power of the Republic will take the necessary steps to obtain the legislation, decrees, orders or resolutions necessary to carry out the terms of this Agreement.

13. This Agreement shall be in force for approximately three years from the date of its becoming effective under the laws of El Salvador. Its termination shall be effected after the expiration of the said period of three years, by either party hereto by the giving of at least 60 days written notice in advance to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, in English and in Spanish, in San Salvador, El Salvador, C.A., this ninth day of June, 1945

Republic of El Salvador

By R. CASTRO

*Ministro de Cultura Popular*

Inter-American Educational Foundation, Inc.

By KENNETH HOLLAND

*President*